

Continuation of any SF 1449 block in accordance with FAR subparagraph 12.303(b)

LOT I w/First Articles

CLIN SUPPLIES/SERVICES

0001 Contractor First Article of CLIN 0002

1 LOT

0002 Major repair/remanufacture of AN/APS-130 Magnetron Tubes,
 NSN: 5960-01-113-4473, Part Numbers: 156-112-0002 or VMU-1392
 in accordance with in accordance with Norden United Technologies
 Specification 156-112 and NAVSURFWARCENDIV Statement of Work.

MIN	MAX
6	140

Pricing Of Stepladder Quantity Range - (CLIN 0002)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for CLIN 0002. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight line basis for CLIN 0002.

QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
6 EA	\$	\$	\$	\$	\$
10 EA	\$	\$	\$	\$	\$
20 EA	\$	\$	\$	\$	\$
30 EA	\$	\$	\$	\$	\$
40 EA	\$	\$	\$	\$	\$

0003 First Article of CLIN 0004

1 LOT

0004 Major repair/remanufacture of AN/APS-130 Magnetron Tubes,
 NSN: 5960-01-113-4473, Part Number: L-4714,
 in accordance with Norden United Technologies
 Specification 156-112 and NAVSURFWARCENDIV Statement of Work.

MIN	MAX
2	20

Pricing Of Stepladder Quantity Range - (CLIN 0004)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for CLIN 0004. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight line basis for CLIN 0004.

QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2 EA	\$	\$	\$	\$	\$
5 EA	\$	\$	\$	\$	\$
10 EA	\$	\$	\$	\$	\$
20 EA	\$	\$	\$	\$	\$

0005	Data provided IAW Contract Data Requirements Lists CDRL) DD 1423 and Data Item Descriptions (DID) DD 1664 found in Section "J". (Not separately priced)	1	LO
------	---	---	----

NOTE: FIRST ARTICLES –ADDITIONAL INFORMATION

The first article units, if required, **may** be delivered as part of the production quantity CLIN. (see FAR clause 52.209-4)

LOT II w/o First Articles

0001 Major repair/remanufacture of AN/APS-130 Magnetron Tubes, NSN: 5960-01-113-4473, Part Numbers: 156-112-0002 or VMU-1392 in accordance with in accordance with Norden United Technologies Specification 156-112 and NAVSURFWARCENDIV Statement of Work.	MIN 6	MAX 140	
--	----------	------------	--

Pricing Of Stepladder Quantity Range - (CLIN 0001)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for CLIN 0001. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight line basis for CLIN 0001.

QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
6 EA	\$	\$	\$	\$	\$
10 EA	\$	\$	\$	\$	\$
20 EA	\$	\$	\$	\$	\$
30 EA	\$	\$	\$	\$	\$
40 EA	\$	\$	\$	\$	\$

0002 Major repair/remanufacture of AN/APS-130 Magnetron Tubes, NSN: 5960-01-113-4473, Part Number: L-4714, in accordance with Norden United Technologies Specification 156-112 and NAVSURFWARCENDIV Statement of Work.	MIN 2	MAX 20	
---	----------	-----------	--

Pricing Of Stepladder Quantity Range - (CLIN 0002)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for CLIN 0002. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight line basis for CLIN 0002.

QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2 EA	\$	\$	\$	\$	\$
5 EA	\$	\$	\$	\$	\$
10 EA	\$	\$	\$	\$	\$
20 EA	\$	\$	\$	\$	\$

0003 Data provided IAW Contract Data Requirements Lists CDRL) DD 1423 and Data Item Descriptions (DID) DD 1664 found in Section "J". (Not separately priced)	1	LO	
--	---	----	--

Pricing Of Stepladder Quantity Range - (LOT I & LOT II)

Offerors must submit pricing for all stepladder quantities contained in the quantity ranges for **each lot**. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight line basis for each lot..

PROVIDE THE UNIT PRICES FOR THE VARIOUS QUANTITY RANGES FOR THE 5 YEARS INDICATED ABOVE FOR EACH LOT.

NOTE: In order to provide for linear pricing (i.e. straight line extrapolation) for quantities that fall in-between those listed above, the following formula will apply:

EXTRAPAPOLATED UNIT PRICE (EUP) = $UP_{NH} + [(Q_H - Q_O) * ((UP_{NL} - UP_{NH}) / (Q_H - Q_L))]$

Where:

- UP_{NH} = Unit Price for the upper range limit in the applicable ordering period
- UP_{NL} = Unit Price for the lower range limit in the applicable ordering period
- Q_H = Quantity at the range upper limit
- Q_L = Quantity at the range lower limit
- Q_O = Quantity ordered

NOTE: The pricing shall be on an individual delivery order basis.

FOR ALL LOTS: The Government reserves the right to order quantities not specifically listed above but within the ranges listed in the tables. With the Government's knowledge and consent the contractor may provide new tubes on a one for one basis for the tubes provided by the Government instead of repairing/remanufacturing them.

SCHEDULE NOTES:

SPECIAL NOTICE - Contractors must be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

SPECIAL PAYMENT INSTRUCTIONS

- Payment instructions will be detailed in each individual delivery order.
- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:
-

SPECIAL INVOICE/BILLING INSTRUCTIONS

- Invoice/billing instructions will be detailed in each individual delivery order.
- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- CLIN XXXX: Invoice ACRNs in the order shown:
- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:
 - VENDOR PAY
 - CODE 00M, BLDG 3173
 - NAVSURFWARCENDIV
 - 300 HIGHWAY 361
 - CRANE IN 47522-5002
- The contractor shall also submit a copy of the invoice to:
 - ATTN: Paula Hauser
 - CODE 8091 BLDG 3168
 - FACSIMILE TRANSMITTAL OR E-MAIL:
 - 812-854-6649 / hauser_p@crane.navy.mil

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in the Prompt Payment Act as follows:

Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with [Deployment of Wide Area Workflow - Receipt and Acceptance](#) OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. A copy of the invoice for payment shall be submitted, in hard copy, in accordance with the Submission of Invoice Clause and Special Invoice Instructions herein.

PAYMENT STATUS INQUIRIES

Status of invoice payments can be obtained from the following web site: www.dfas.mil/money/vendor

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

List your Commercial and Government (CAGE) Code and DUNS # in Block 17a.of Page 1.

The Government reserves the right to waive first article testing and approval if supplies similar or identical to those called for have been previously delivered by the offeror and accepted by the Government. Therefore, alternate offers are permitted. Lot I includes first article while Lot II does not. Award will be made by lot, and only one lot will be awarded.

It is requested that technical questions concerning this procurement be submitted, via electronic mail not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 submitted to the following e-mail address: frick_d@crane.navy.mil

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), and Crane, IN 47522-5001.

Contract Yr. 2 pricing will go into effect for delivery orders placed on or after the first anniversary date of the contract.

Contract Yr. 3 pricing will go into effect for delivery orders placed on or after the second anniversary date of the contract.

Contract Yr. 4 pricing will go into effect for delivery orders placed on or after the third anniversary date of the contract.

Contract Yr. 5 pricing will go into effect for delivery orders placed on or after the fourth anniversary date of the contract.

Delivery orders will be placed against this contract by the Government using the SF 1449.

Delivery orders placed under this contract shall be placed no later than 30 days prior to completion of contract.

Contract Clauses in accordance with FAR subparagraph 12.303(c)

<u>Far Subparagraph</u>	<u>Title</u>	<u>Date</u>
52.212-04	Contract Terms & Conditions--Commercial Items	OCT 2003

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement as follows:

ADDENDUM to 52.212-4

The following paragraphs are hereby added to the clause:

PACKAGING

The Government packaging in which the item was sent to the contractor may be reused if in original condition. The Contractor will be responsible for packaging to provide adequate protection if Government packaging is damaged and must be replaced.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Item(s) 0002 and 0004 of Lot I or 0002 and 0003 of Lot II - Inspection and acceptance shall be made at destination by a representative of the Government.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(u) *Contractor Performance Reports.* The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

Quality
 Cost Control
 Timeliness of Performance
 Business Relations
 Customer Satisfaction

(v) *Unlimited rights in data.* Because of the nature of the reports the Government is to receive, the Government shall have unlimited rights [as defined in DFARS 252.227-7013 Rights In Technical Data -- Noncommercial Items (NOV 1995)] in the data provided by the contractor superceding any and all limitations in DFARS 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

Delivery is required as follows:

<u>CLIN</u>	<u>QTY</u>	<u>Required Delivery</u>
LOT I		
0001 (First Article Testing)	1 LO	180 days after date of order
0002	per DO	5 each 180 days after date of order, 5 each per month every 30 days thereafter until complete.
0003 (First Article Testing)	1 LO	180 days after date of order
0004	per DO	5 each 180 days after date of order, 5 each per month every 30 days thereafter until complete.
0005	1 LO	IAW CDRLs DD 1423's
LOT II		
0001	per DO	5 each 180 days after date of order, 5 each per month every 30 days thereafter until complete.
0002	per DO	5 each 180 days after date of order, 5 each per month every 30 days thereafter until complete.
0003	1 LO	IAW CDRL's DD 1423's

NOTE: LOT I--Line Items 0001 & 0003: The GFM for the first article will be delivered two weeks from date of the date of the issuance of the order. The Government within 30 days will approve or disapproval first articles. Line Items 0002 & 0004: The GFM will be delivered within two weeks from date of the issuance of the order. LOT II--Line Items 0001 & 0002: The GFM will be delivered within two weeks from date of the issuance of the order.

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to

RECEIVING OFFICER
 BLDG 3168
 CODE 8094
 NAVSURFWARCDIV CRANE, IN 47522-5011
 Mark For: CODE 8094
 Attn: Larry Dressman

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)(NAVSEA 5252.245-9109)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. The Government will furnish the following for incorporation in the equipment to be delivered under Item(s) 0001 thru 0003 of Lot I or 0001and 0002 of Lot II:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>DATE</u>
AN/APS-130 Magnetron Tube: Value of \$800 ea	**	**

** As specified by delivery order

<u>FAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
52.211-15	Defense Priority And Allocation Requirements	Sep 1990
52.233-02	Service of Protest	Aug 1996
52.242-15	Stop Work Order	Aug 1989
52.243-1	Changes - Fixed Price	Aug 1987
52.245-2	Government Property (Fixed Price Contracts)	Jun 2003
52.247-34	F.O.B. Destination	Nov 1991
<u>PART II</u>		
<u>DFAR Para No</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Required Central Contractor Registration	Nov 2001

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from one day through five years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 2, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 60

(2) Any order for a combination of items in excess of 60 ;

or

(3) A series of orders from the same ordering office within one year that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the

number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of the last delivery order issued during the five-year period from date of contract.

STANDARD COMMERCIAL WARRANTY

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ___ months. (Offeror is to insert number.)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (FAR 52.212-5)(June 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

-x-(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

--(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

-x-(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

--(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

--(ii) Alternate I (MAR 1999) of 52.219-5.

--(iii) Alternate II (JUNE 2003) of 52.219-5.

--(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

--(ii) Alternate I (OCT 1995) of 52.219-6.

--(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

--(ii) Alternate I (OCT 1995) of 52.219-7.

-x-(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

-x-(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

--(ii) Alternate I (OCT 2001) of 52.219-9.

--(iii) Alternate II (OCT 2001) of 52.219-9.

- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- x-(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- x-(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- x-(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- x-(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- x-(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- x-(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- x-(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- x-(24) 52.225-13, Restrictions on Certain Foreign Purchases (JULY 2000)(DEVIATION) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- x-(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

--(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

--(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

--(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

--(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

--(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

--(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecember 1989 Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

* * * * *

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) (DFARS 252.212-7001)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
<input checked="" type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input checked="" type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
<input checked="" type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (<input type="checkbox"/> Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input checked="" type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (<input type="checkbox"/> Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (22 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (MAR 2003)(10 U.S.C.2227).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<input type="checkbox"/> Alternate I) (MAR 2000) (<input type="checkbox"/> Alternate II) (MAR 2000) (Alternate III)(MAY 2003)(10 U.S.C. 2631).
<input checked="" type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

EXHIBITS/ATTACHMENTS SECTION IN ACCORDANCE WITH FAR 12.303(D)**STATEMENT OF WORK
TYPE IV
FOR
MAGNETRON****1. SCOPE**

This Statement of Work (SOW) establishes the criteria for the major repair, test and acceptance of broad-band tunable magnetrons.

1.1 MAGNETRON DESIGNATION

AN/APS-130 Magnetron
NSN: 5960-01-113-4473
Part Numbers: 156-112-0002, L-4714, VMU-1392

1.2 APPLICABLE DOCUMENTS

The following documents, of the issue in effect at the time of solicitation, form a part of this SOW to the extent specified herein. Note that the governing technical document (the source control drawing given in paragraph 2.3 below) shall herein be known as the "specification".

1.3 COMMERCIAL SPECIFICATIONS

ISO 9001 (ANSI/ASQC 9001-2000)

1.4 MILITARY SPECIFICATIONS

MIL-STD-1311C, Test Methods for Electron Tubes

1.5 OTHER

Source Control Drawing, Norden, 156-112 Rev. G, "Electron Tube, Magnetron, Ku-Band"

2. REQUIREMENTS

The contractor shall furnish all labor and materials necessary to repair and test the magnetron to the specification with the exceptions and modifications as given below.

2.1 CONFIGURATION CONTROL

The contractor shall establish and follow configuration control procedures which include the following elements: configuration identification (product baseline) and configuration control. All configuration data shall be made available to the Government for review upon request.

2.2 CONFIGURATION – PRODUCT BASELINE

The product baseline for the repair of this magnetron shall be established by its Bill of Materials, contractor's tube design drawings, contractors Acceptance Test Procedure, and the specification (see paragraph 2.3 of this SOW). Changes to the baseline shall be subject to the formal configuration control requirements described in this SOW (see paragraph 3.4 below). The contractor shall establish and maintain a document control system to ensure that all baseline documentation is updated to the most recent baseline. The configuration baseline shall be made available to the Government for review upon request.

2.3 DRAWINGS

The contractor shall develop drawings, which shall be made available to the Government for review upon request at the contractor's facility. The drawings shall be retained by the contractor and include the following information: engineering drawings and associated lists which provide engineering definition sufficiently complete to enable a competent manufacturer to produce/repair and maintain quality control of AN/APS-130 magnetrons to the degree that physical and performance characteristics interchangeable with those of the original design can be obtained without resorting to additional product design effort, additional design data, or recourse to the original design activity. These engineering drawings and associated lists shall define all inspection points by inspection procedure numbers, reflect the end product and provide the engineering data for the support of repair. Engineering drawings and associated lists shall include details of unique processes, i.e. not published or generally available to industry, when essential to design and manufacture/repair; performance ratings; dimensioning and tolerance data; critical manufacturing/repair assembly sequences; input and output characteristics; diagrams; mechanical and electrical connections; physical characteristics; including form and finish; details of material identification; inspection, test and evaluation criteria; necessary calibration information; and quality control data.

2.4 CONFIGURATION CONTROL – ECP, WAIVERS AND DEVIATIONS

Class I Engineering Change Proposals (ECPs) shall be defined as any change to the configuration's specification or outline drawing which affects form, fit or function. NSWC Crane shall approve all Class I ECPs prior to implementation. All Class I ECPs shall record tube serial number effectivity. Class I ECPs shall be submitted for approval utilizing DD Form 1692 Page One (1) only in accordance with CDRL A001. Class II ECPs shall be defined as any change which does not meet the definition of a Class I ECP. Class II ECPs shall be further categorized as tracked or non-tracked. Any ECP to a piece-part, subassembly or assembly, which changes the design, material, process or lessens tolerances shall be categorized as tracked. Class II Tracked ECPs shall record tube serial number effectivity. Class II tracked ECPs shall be approved by an on-site Government representative at the direction of NSWC Crane. If an ECP has no potential impact on tube life or performance (e.g. corrections of errors or omissions), that ECP shall be categorized as non-tracked. Class II non-tracked ECPs shall be approved by an on-site Government representative. All Class II ECPs may be prepared utilizing the contractor's format. NSWC Crane shall approve all classifications of Request for Waivers or Request for Deviations. Waivers and deviations may be submitted utilizing the contractor's format in accordance with CDRLs A002 and A003. Requests for Waivers/Deviations shall provide justification for the requested departure from conformance and include an evaluation that demonstrates that the proposed departure from conformance will not affect the quality, form, fit or function of the part.

2.5 QUALITY SYSTEM

The contractor shall maintain a quality system that satisfies program objectives and is modeled on ANSI-ASQC 9001-2000, or the contractor may propose to use an alternate Quality System.

2.6 CONTRACTOR INTERNAL REVIEW BOARD (IRB)

IRB authority is delegated to the contractor for this contract. The IRB may be used for disposition of materials only as scrap or rework to return a part to conformance with applicable drawings or specifications. An IRB shall not disposition material as "Use-As-Is". The contractor shall maintain a complete file of IRB actions for a minimum of one year, following acceptance of the contract end item (magnetron). This file shall be made available to the Government for review upon request.

2.7 MATERIAL REVIEW BOARD (MRB)

Formal MRB authority for the disposition of "Use-As-Is" is retained by NSWC Crane and shall follow configuration management requirements set forth in paragraph 3.1 of this SOW. The contractor shall maintain a complete file of MRB actions for a minimum of one year, following acceptance of the contract end item (magnetron). This file shall be made available to the Government for review upon request.

2.8 PROCEDURES

The contractor shall develop sampling and inspection procedures for purchased material used in the repair of this magnetron. Additionally, the contractor shall develop inspection procedures for in-process work, where appropriate, and for the end item prior to shipment. These procedures shall be made available to the Government for review upon request.

2.9 LEVEL OF REPAIR

The contractor shall repair the magnetrons by replacing life-limiting components and subassemblies with new material. At a minimum, the contractor shall replace the cathode, waveguide window, high voltage cathode ceramic and anode vanes. Repair candidate magnetrons shall have tuners, magnets and external hardware intact and sufficiently free from wear and damage such that the contractor incurs minimal cost in the re-use of these components (as an example, the cost of inspecting, cleaning, painting, lubricating, adjusting, re-gaussing and re-assembly, etc. of these components is considered minimal). Should the contractor receive repair candidate tubes with damaged and/or missing tuner components, magnets and/or hardware, the contractor may request replacement parts or an alternate repair candidate magnetron furnished by the Government.

2.10 CONTRACTOR TESTING

The contractor shall test magnetrons in accordance with the specification (see paragraph 2.3 of this SOW) and the Government approved Contractor's Acceptance Test Procedure (which shall be submitted in accordance with CDRL A004). Test methods shall meet or exceed the accuracy and repeatability obtained with MIL-STD-1311C.

2.10.1 EXTENT OF TESTING

First article testing is defined under paragraph 4.2, "Qualification Tests" (and subordinate paragraphs and tables) in the specification. Contractors who have passed first article testing (as defined by paragraph 4.2 and subordinate paragraphs and tables) are considered "qualified" for the purposes of this SOW (note that the terms "qualification" and "qualified" are used herein for consistency with the specification and do not imply any connotation beyond the scope of this SOW). As such, contractors who are producing the previously qualified design (with the inclusion of approved ECOs and waivers) are not required to perform first article testing and are relieved of the requirements of paragraphs 4.2 (and all subordinate paragraphs) and 4.5 of the specification, with the exception of paragraph 4.2.4, which remains in effect. Previously qualified contractors are also relieved of the requirements of paragraph 4.3.2 (Sampling Tests) of the specification. However, the production magnetrons are still required to meet the performance requirements of paragraph 4.3.2 and the Government reserves the right to verify conformance to these requirements through testing at a Government facility or at an independent facility of Government choosing. Previously qualified contractors are relieved of the requirements of paragraph 4.3.3 (Life Tests). However, the magnetrons must still meet the reliability requirements of the specification. Previously qualified contractors are also relieved of the test requirements of paragraphs 4.3.1.3.1, 4.3.1.3.2 and 5.3 of the specification.

2.10.2 REPORTING REQUIREMENTS

The contractor shall prepare test reports showing completion of the results of those tests performed as required by the specification and this SOW. A copy of the test report is required for each deliverable unit, and shall be shipped with that unit in accordance with CDRL A005.

2.11 ACCEPTANCE TESTING

The magnetrons will be acceptance tested at NSWC Crane. Magnetrons will be tested in accordance with the appropriate NSWC Crane test procedures as necessary to determine that all units comply with the requirements of the following specification: Norden Source Control Drawing, 156-112, Rev G, Electron Tube, Magnetron, Ku-Band (see paragraph 2.3 of this SOW). The acceptance testing performed at NSWC Crane does not relieve the contractor of its responsibility for full compliance with all requirements of the specification. The contractor shall take corrective action on magnetrons not accepted by the Government and initiate corrective action to prevent recurrence of the failure type. The contractor shall submit a Failure Analysis for each magnetron returned by NSWC Crane in accordance with CDRL A006.

2.12 PROGRAM MANAGEMENT

The program manager shall serve as a contact for compliance with contract requirements and specifications. In addition, the contractor shall provide monthly status reports regarding contractual efforts in accordance with CDRL A007.

Contract Data List Items (CDRLs), posted to the World Wide Web (WWW) with this solicitation, have the following nomenclatures:

Contract Data Requirements List (CDRL):

<u>Description</u>	<u>No. of Pages</u>
A001-- Engineering Change Proposal (Short Form)	1
A002-- Request For Waiver	1
A003-- Request For Deviation	1
A004--Test Procedure	1
A005—Test/Inspection Report	1
A006-- Report of Tube Failure Analysis	1
A007--Contractor's Progress, Status and Management Report	1

Source Control Drawing, Norden, 156-112 Rev. G, "Electron Tube, Magnetron, Ku-Band"
(Available upon request)

Data Item Descriptions can be found at <http://www.crane.navy.mil/supply/Library.htm>

Provisions section in accordance with FAR 12.303(e)
Instructions to Offerors -- Commercial Items (JUL 2003)

FAR Paragraph No.
52.212-1

NOTE: The provision at 52.212-1 has been tailored as follows: (See addendum 2 below).

Addendum to 52.212-1

<u>FAR Para No</u>	<u>Title</u>	<u>Date</u>
52.215-05	Facsimile Proposals	Dec 1989

Note: Add to paragraph (b)(10), "Past Performance"--address the past performance criteria listed in FAR 52.212-2 below. The data shall include relevant technical information including performance parameters, operating parameters and configuration to support the similarity of the device.

EVALUATION--COMMERCIAL ITEMS (JAN 1999) (FAR 52.212-2)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PAST PERFORMANCE

For the purpose of evaluating the past performance of prospective vendors in regard to the major repair of AN/APS-130 magnetrons, all of the following criteria must be met:

- 1) The vendor has successfully demonstrated major repair of a broadband tuned, coaxial, Ku-band magnetron with a minimum tuning bandwidth of not less than 6 percent.
- 2) The vendor has successfully completed first article (or equivalent qualification) testing for the magnetron described above in (1) comparable to the first article testing required for the AN/APS-130 magnetron, as described in the current statement of work for this repair.
- 3) The vendor has demonstrated the ability to assemble and braze/weld alumina rf windows, cathode assemblies and anode structures comparable to those found in the APS-130 magnetron.
- 4) The vendor has demonstrated a minimum 95% first-time acceptance rate on the item described above in (1).

PRICE

Past performance is slightly more important than price.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

NOTE: The provision at 52.212-2 has been tailored (See addendum 3).

52.212-2 Addendum 3

Add to the Addendum to 52.212-2:

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts for the same or similar items. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance; based upon the information furnished by the offeror, or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation.

If available, the offeror should submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime-or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the

Contracting Officer will be rated neither favorably nor unfavorably. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

The offeror's proposal must contain all the price information required. The Government is not obligated to order beyond the minimum quantity even though the quantities below are utilized for evaluation purposes only. Therefore, the Government will evaluate each offer utilizing the evaluated price formula below.

As the Government expects to order approximately the same amount per year, the total estimated contract price shall be arrived at as shown below and by utilizing the Stepladder Quantity Pricing chart in Section "B."

Lot I

CLIN 0001					PRICE OF TESTING
					\$
CLIN 0002					
YEAR	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	
1	8	EA	\$	\$	
1	20	EA	\$	\$	
2	28	EA	\$	\$	
3	28	EA	\$	\$	
4	28	EA	\$	\$	
5	28	EA	\$	\$	
Total	140	EA	--	\$	
CLIN 0003					
YEAR	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	
1	4	EA	\$	\$	
2	4	EA	\$	\$	
3	4	EA	\$	\$	
4	4	EA	\$	\$	
5	4	EA	\$	\$	
Total	20	EA	--	\$	
MAXIMUM CONTRACT TOTAL for Lot I					\$

Lot II

CLIN 0001					EXTENDED PRICE
YEAR	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	
1	8	EA	\$	\$	
1	20	EA	\$	\$	
2	28	EA	\$	\$	
3	28	EA	\$	\$	
4	28	EA	\$	\$	
5	28	EA	\$	\$	
Total	140	EA	--	\$	
CLIN 0002					EXTENDED PRICE
YEAR	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	

1	4	EA	\$	\$
2	4	EA	\$	\$
3	4	EA	\$	\$
4	4	EA	\$	\$
5	4	EA	\$	\$
Total	20	EA	--	\$
MAXIMUM CONTRACT TOTAL for Lot II				\$

52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (JUN 2003) --
ALTERNATE I (JUN 2003)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(5) *Common parent.*

- * Offeror is not owned or controlled by a common parent:

- * Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-

Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It *is, *is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It *is, *is not a joint venture that complies with the requirements of 13 CFA part 126, and the representation in paragraph ©(10)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act – Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement - -Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (MAY 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (MAY 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and * are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust

Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.
(End of Clause)

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision..." The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:	RFP #:
Address:	POC: (Person who can verify data)
	Telephone:
Division:	FAX:

CONTRACT INFORMATION

Contract Number:	Date Completed:
Contract Type: Fixed Price	Cost Reimbursement Other (Specify)
Item Description:	
Contract Quantity/Length of Service:	
Customer Name:	Customer POC: (Person who can verify data)
Address:	Telephone:
	FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES _____ NO* _____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ _____ -

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract.

Discuss the success of the corrective action(s) taken.